

rights, rights in designs and inventions and all rights of the same or similar effect or nature in any jurisdiction and including moral rights.

- 1.2 References in this Agreement to the parties shall include their respective employees, agents and successors (whether by operation of law or otherwise).
- 1.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.4 References to Clauses are, unless otherwise provided, references to Clauses of this Agreement.

## **2. CONFIDENTIALITY**

- 2.1 The Recipient shall keep the Disclosing Party's Confidential Information strictly confidential and, subject to Clauses 2.2 to 2.4, the Recipient shall:

- 2.1.1 not use Confidential Information other than for the purpose of the Discussions;
- 2.1.2 not disclose Confidential Information to any third party, unless it has the prior written consent of the Disclosing Party (subject to Clause 2.3);
- 2.1.3 ensure that any third party to which Confidential Information is disclosed in accordance with Clause 2.1.2 executes a confidentiality undertaking on the terms of Clause 2 and 4; and
- 2.1.4 make all reasonable efforts to prevent the use or disclosure of the Confidential Information other than in accordance with the terms of this Agreement.

- 2.2 The provisions of Clause 2.1 shall not apply to any Confidential Information which:

- 2.2.1 is or comes into the public domain other than by the default of the Recipient;
- 2.2.2 can be shown by documentary evidence satisfactory to the Disclosing Party to be or to have been independently generated by the Recipient;
- 2.2.3 can be shown by documentary evidence satisfactory to the Disclosing Party to be or to have been in the possession of or to be known by the Recipient prior to its receipt from the Disclosing Party;
- 2.2.4 can be shown by documentary evidence satisfactory to the Disclosing Party to have been provided to the Recipient by any third party who was free of any restriction as to its use or disclosure.

- 2.3 To the extent that such disclosure is required for the purpose of the Discussions the Recipient may disclose Confidential Information to:

- 2.3.1 any Associated Company, provided that it shall procure that such Associated Company shall maintain the confidentiality of that information; and
- 2.3.2 to its professional advisers and agents who are subject to an obligation of confidentiality on terms no less onerous than this Agreement.

- 2.4 The Recipient may make such disclosure of Confidential Information as shall be required to comply with the order of a Court of competent jurisdiction, provided it gives the